



Lincoln Police Department  
Thomas K. Casady, Chief of Police  
575 South 10th Street  
Lincoln, Nebraska 68508

402-441-7204  
fax: 402-441-8492



MAYOR CHRIS BEUTLER

lincoln.ne.gov

January 25, 2008

Mayor Beutler and City Council  
City of Lincoln  
City County Building  
Lincoln, NE

Mayor Beutler and Members of the City Council:

An investigation has been made regarding the application of Grata, 2755 Jamie Lane requesting an addition to their current liquor license C-75602.

They have requested that a suite measuring approximately 23 x 64 foot be added to the west side.

For Council's information, the owners of the business remain the same, and background information on the owners is on file.

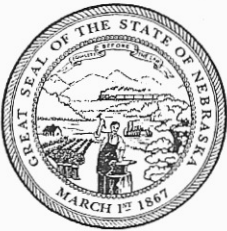
If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency





FILED

3-3-08  
⑨ 130  
STATE OF NEBRASKA

Dave Heineman  
Governor

JAN 25 2008

CITY CLERK'S OFFICE  
LINCOLN, NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION  
**Hobert B. Rupe**  
Executive Director  
301 Centennial Mall South, 5th Floor  
P.O. Box 95046  
Lincoln, Nebraska 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814  
TRS USER 800 833-7352 (TTY)  
web address: <http://www.lcc.ne.gov/>

January 23, 2008

LINCOLN CITY CLERK  
555 SOUTH 10TH STREET  
LINCOLN NE 68508-3993

A8-007158

Dear Clerk

RE: GRATA LLC DBA GRATA  
Liquor license # C-75602

The above licensee has requested a/an **ADDITION**:

**TO: 2755 JAMIE LANE SUITE 15 LINCOLN 68516**  
**Adding: ONE STORY AREA APPROX 64' X 23'**

Please present this request to your county board and send us a copy of their recommendation.

If recommendation of denial or no recommendation is made, the Commission has no alternative but to cease processing this request.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Tami Applebee  
Licensing Division

ta

cc: file

Rhonda R. Flower  
Commissioner

Bob Logsdon  
Chairman

Pat Thomas  
Commissioner

Tami Applebee

**APPLICATION FOR ADDITION,  
DELETION, CHANGE OF LOCATION,  
RECONSTRUCTION**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814

Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

FEE \$45.00

**RECEIVED**

JAN 17 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

LICENSEE'S NAME Grata, LLC

TRADE NAME Grata

PREMISE ADDRESS 2755 Jamie Lane, Suite 15

CITY/COUNTY Lincoln/Lancaster

LICENSE NUMBER C-75602

PHONE NUMBER (402) 430-1769

**PLEASE CHECK ONE OF THE FOLLOWING**

☒ **ADDITION** ☐ **RECONSTRUCTION** ☐ **DELETION**

☐ **CHANGE OF LOCATION** (this application will not be accepted if the license is moving into another jurisdiction)

Address From: \_\_\_\_\_

Address To: \_\_\_\_\_

- 1) Include a sketch of the proposed area to be licensed (8 1/2 x 11 paper – no blueprints) indicate the dimensions of the area to be licensed and the direction “north” on the sketch
- 2) Submit a copy of your lease or deed demonstrating ownership
- 3) If you do not know what jurisdiction you are located in, call the city or county clerk
- 4) In order to clarify your changes, an attached explanation is always welcome

**AFFIDAVIT**

The above reference request, as filed, will comply with the rules and regulations of the Nebraska Liquor Control Act.

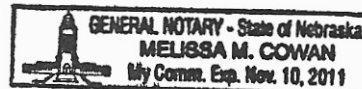
Harry L. Watson, Jr.  
Signature of licensee

Harry L. Watson, Jr., Member of Grata, LLC

Subscribed in my presence and first duly sworn to before me on this 16<sup>th</sup> day of

January, 2008.

Melissa M. Cowan  
Notary Public signature and seal



Att 63676  
45-mm



0800001192

Harry L. Watson, Jr.

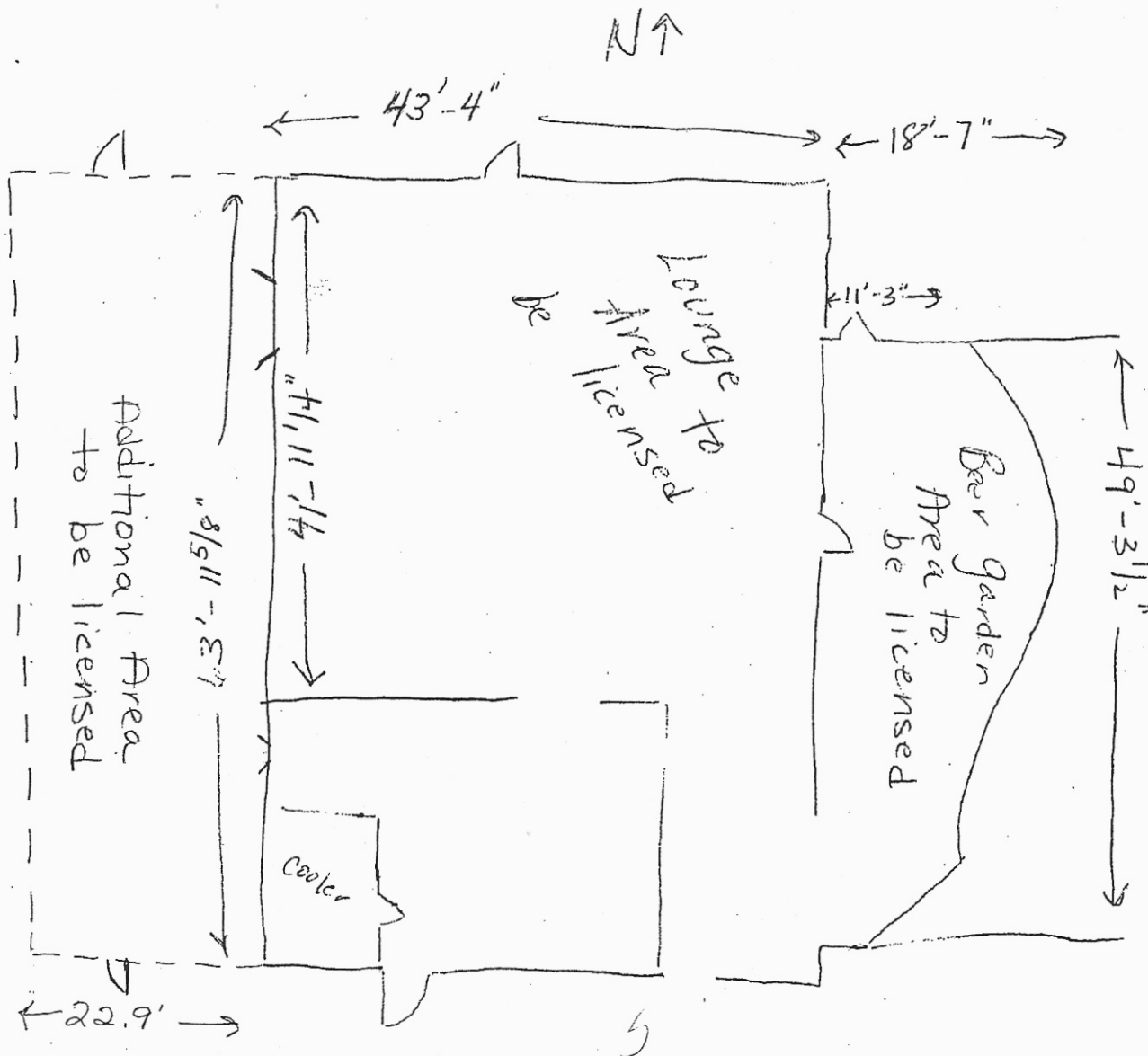
RECEIVED

JAN 17 2008

Attachment to  
Application for Addition  
Grata, LLC  
License #C-75602

NEBRASKA LIQUOR  
CONTROL COMMISSION

The currently licensed area includes a lounge area (approximately 41'-11" 1/4" x 43'-4") and outdoor beer garden area (approximately 49'-3" 1/2" x 18'-7"). No basement. Exterior perimeter of beer garden is constructed of fence approximately 6' high. Alcohol is stored in cooler.  
Additional area to be licensed is an extension of the lounge area approximately 22.9' x 63'-11" 5/8".



Addt. of Suite 15  
area approx 23'  
x 64' to the West.

Lease effective date  
Addt Approved.

RECEIVED

JAN 17 2008

AMENDMENT TO RETAIL LEASE

NEBRASKA LIQUOR  
CONTROL COMMISSION

THIS AMENDMENT TO RETAIL LEASE ("Amendment") is made as of this 8<sup>th</sup> day of January, 2008, by and between **White Family L.L.C.**, a Nebraska limited liability company, **Brager Family L.L.C.**, a Nebraska limited liability company, and **JTS Enterprises, LLC**, a Nebraska limited liability company, their successors and assigns (collectively "Landlord") and **Grata, LLC**, a Nebraska limited liability corporation (collectively "Tenant").

WHEREAS, on January 11, 2007, Landlord and Tenant entered into the Retail Lease for the lease of 2,872 square feet of space within the 21,136 square feet building located at 2755 Jaime Lane, Lincoln, Nebraska ("Lease"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to add additional square footage to the Leased Premises and to adjust the Base Rent as hereinafter set forth.

NOW THEREFORE, the Landlord and Tenant hereby amend the Lease as follows:

A. The description of the Leased Premises set forth in Paragraph 1(a) of the Lease is hereby amended to include an additional 1,467 square feet within the 21,136 square feet building located at 2755 Jaime Lane, Lincoln, Nebraska, which additional space is shown on Exhibit "A-1" attached hereto and incorporated herein by this reference ("Additional Space").

B. Paragraph 3(a) of the Lease is hereby amended to include the following:

Tenant's obligation to pay rent for the Additional Space shall commence on the earlier of the following dates: (i) the date which is seventy-five (75) days after the Landlord's representative notifies the Tenant in writing that the Additional Space is completed as required herein or (ii) one (1) month after the date on which the Tenant opens the Additional Space for use by the public as part of its business, whichever shall first occur ("Additional Space Rent Commencement Date").

C. Paragraph 3(c) of the Lease is hereby amended and restated as follows:

(c) Options to Extend the Term of the Lease. Tenant shall have the option to extend the Lease under the same terms, conditions and covenants set forth herein, except rent, for three (3) additional terms of three (3) years if (i) at least one hundred twenty (120) but no more than three hundred sixty (360) days prior to the expiration of the preceding Term Tenant sends written notice to Landlord stating Tenant's desire to extend the Lease for an additional three (3) years, and (ii) the parties agree on Base Rent for the three year extension at least one hundred twenty (120) days prior to the expiration of the preceding Term. In no event shall the Tenant be entitled to extend the term of the Lease, even though

such notice is timely given, unless the Tenant shall have timely performed all of its obligations hereunder as of the date of the expiration of the preceding term.

D. Paragraph 5 of the Lease is hereby amended and restated as follows:

5. BASE RENT. Tenant agrees to pay Landlord the following as Base Rent for the Leased Premises:

(a) Initial Term: Three Thousand Seven Hundred Nine and 67/100 Dollars (\$3,709.67) per month from the Commencement Date until the Additional Space Rent Commencement Date; Five Thousand Four Hundred Twenty-three and 75/100 Dollars (\$5,423.75) per month from the Additional Space Rent Commencement Date through the end of year one (1), year two (2) and year three (3); and Six Thousand Seventy-four and 60/100 Dollars (\$6,074.60) per month for years four (4) and five (5).

(b) Option Terms: To be negotiated as set forth in Paragraph 3(c) above.

Base Rent shall be payable monthly in advance on the first day of each month, commencing with the Commencement Date of the Lease.

E. Paragraph 5 of the Lease is hereby amended to include the following:

The Landlord shall, at its own cost and expense, and in compliance with all governmental building regulations, construct the Additional Space as set forth on Exhibit "D-1", which is attached hereto and incorporated herein by this reference ("Landlord's Work"). The Tenant shall furnish all other work and material necessary to complete the construction of the Additional Space in a completed unit in a good and workmanlike manner and in compliance with all rules and regulations and ordinances of governmental agencies and departments having jurisdiction thereof using Landlord's General Contractor.

Before commencing any construction under this paragraph, Landlord and Tenant shall approve, by written consent, completed plans and specifications for the construction, prepared by a licensed architect, approved by the Landlord. On approval of the plans and specifications by Landlord and Tenant, General Contractor shall submit a construction budget with a "not to exceed" number for Tenant's review and approval.

F. All of the remaining terms and conditions of the Lease shall remain in full force and effect except to the extent they are amended hereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands or caused this Lease to be executed by their authorized agents.

"LANDLORD"

**WHITE FAMILY L.L.C.**, a Nebraska  
limited liability company

By: Thomas E. White  
Thomas E. White, Manager

**BRAGER FAMILY L.L.C.**, a Nebraska  
limited liability company

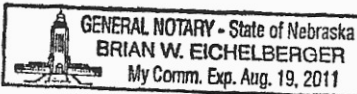
By: John C. Brager  
John C. Brager, Manager

**JTS ENTERPRISES, LLC**, a Nebraska  
limited liability company

By: John F. Schleich  
John F. Schleich, Member

By: Thomas G. Schleich  
Thomas G. Schleich, Member

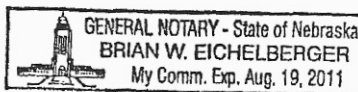
STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2008 by Thomas E. White, Manager of **White Family L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.

Brian W. Eichelberger  
Notary Public

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF LANCASTER)

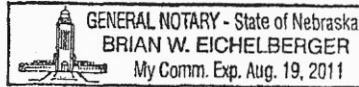


The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2008 by John C. Brager, Manager of **Brager Family L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.

Brian W. Eichelberger  
Notary Public



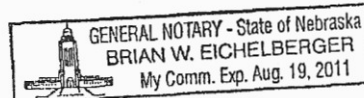
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER)



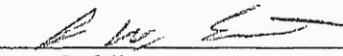
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2008 by John F. Schleich, Member of **JTS Enterprises, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2008 by Thomas G. Schleich, Member of **JTS Enterprises, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

  
\_\_\_\_\_  
Notary Public

"TENANT"

GRATA, LLC, a Nebraska limited liability company

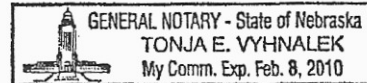
By: Harry L. Watson Jr.  
Harry Watson, Member

By: Julie Watson  
Julie Watson, Member

STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Jan., 2008 by Harry Watson, Member of Grata, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

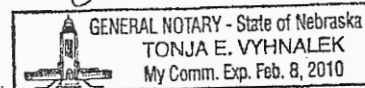
Tonja E. Vyhnaelek  
Notary Public



STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Jan., 2008 by Julie Watson, Member of Grata, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Tonja E. Vyhnaelek  
Notary Public



### CONSENT OF GUARANTORS

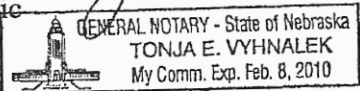
The undersigned, Guarantors of the Lease pursuant to the Guaranty executed January 11, 2007, hereby consent to the foregoing Amendment, and acknowledge that said Amendment shall not affect the liability of Guarantors under the Guaranty.

Harry E. Watson Jr.  
Harry Watson, Guarantor

Julie Watson  
Julie Watson, Guarantor

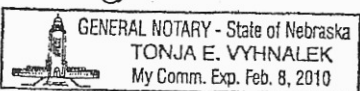
STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Jan., 2008 by Harry Watson, a married person.

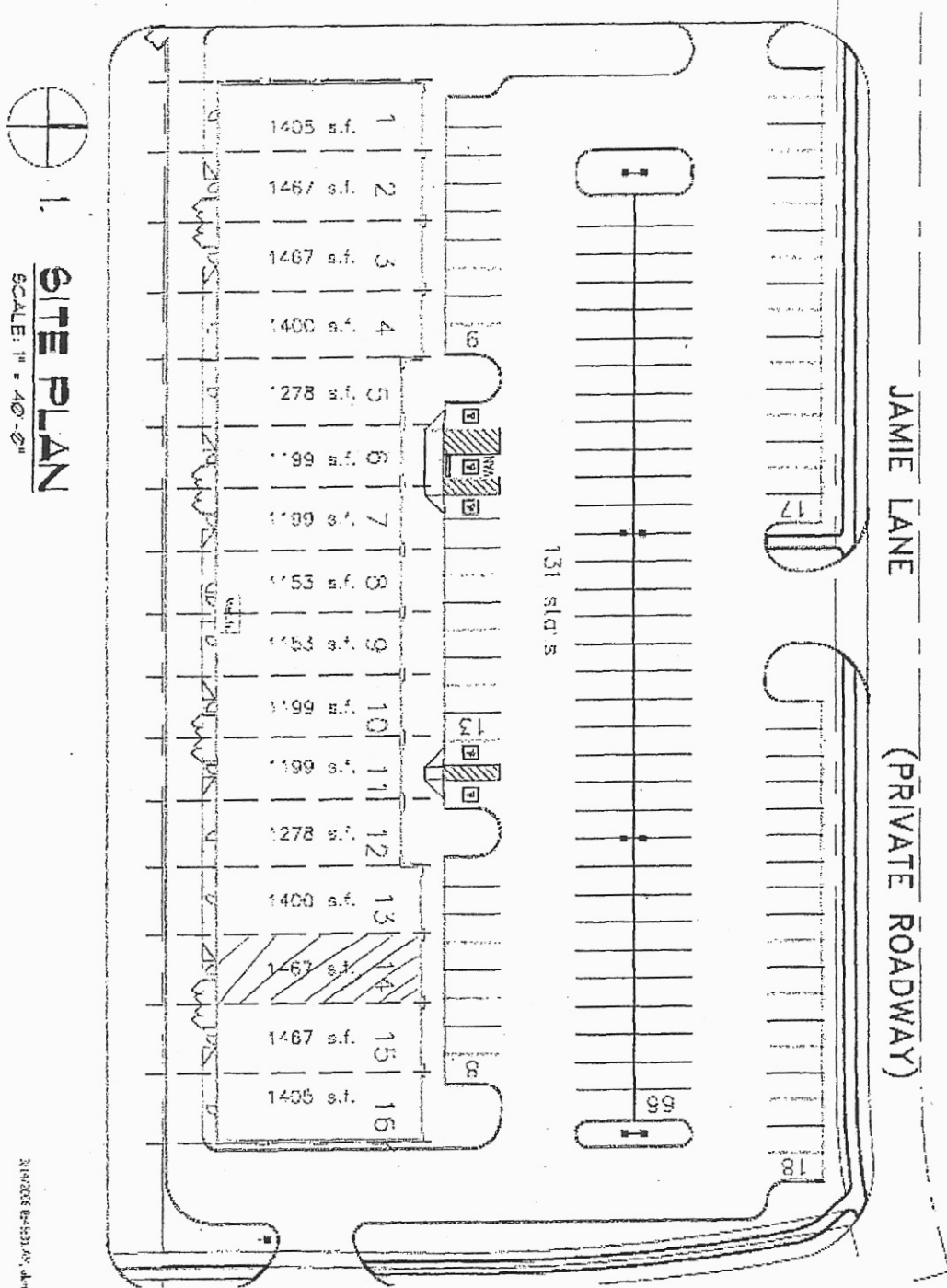
Tonja E. Vyhnalek  
Notary Public  


STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Jan., 2008 by Julie Watson, a married person.

Tonja E. Vyhnalek  
Notary Public  


**EXHIBIT "A-1"**  
**ADDITIONAL SPACE**



**1. SITE PLAN**  
SCALE: 1" = 40'-0"

2/19/2016 B-1531.A1.dwg

**EXHIBIT "D-1"**

**RETAIL FINISH DESCRIPTION**  
**FOR ADDITIONAL SPACE**

**Landlord's Work:**

Basic Architectural design by Landlord's Architect

Demised space with (4) four finished walls/ drywall ready for paint or wall covering

Standard store front

One 200 amp service

One combination 4-ton air conditioner and 115,000 BTU furnace unit. All ducting shall be the responsibility of the Tenant.

Pour balance of concrete floor in bay after Tenant's installation of plumbing

\$26,406 finish allowance (\$18/SF) to Tenant for leasing additional 1,467 square feet

**Tenant's Work:**

Any and all interior walls

All electrical and plumbing

All ducting

All floor covering and paint or wall covering

Handicapped accessible restroom(s)

Ceiling

All lighting

All other desired improvements and work not mentioned above as Landlord's work

All signage per lease and per Landlord's approval, and all electrical to service the signage

**Note:** Any and all additions and deletions to the above description shall be at the discretion of the Landlord